

ATTACHMENT H

BROKERAGE TRANSPORTATION PROVIDER ADDITIONAL MART PERFORMANCE STANDARDS Revised 7/01/2021

A. DEFINITIONS: The following key definitions apply to this document:

Loaded Mile - the distance traveled while a consumer is in the vehicle.

Passenger - is considered the consumer, personal care attendants and/or escorts approved by the Broker.

Taxi/Dial A Ride - Taxi and Dial-A-Ride services are both considered to be ambulatory services. However, MART considers Taxi trips to be short distances, and Dial A Ride is considered to be trips that are of longer distance.

B. The Montachusett Regional Transit Authority (MART) Broker Responsibilities:

1. Use all business services through the Virtual Gateway required by the HST Office and to take all necessary steps to ensure that it and its subcontractors or affiliates have access to all required web-based services that are necessary to perform their respective functions in accordance with the Contract.
2. Qualify Transportation Providers in accordance with the requirements of the HST Office and those developed by MART. MART also cross references the Office of the Inspector General Fraud and Prevention List to ensure that a new Transportation Provider applying to provide services or employees has not been sanctioned. This is also referenced on a monthly basis to ensure that none of the existing Transportation Providers or employees have been added to the list.
3. Check the credentials of any personnel operating under the terms of this Agreement at any time, and demand a replacement personnel for any reason and, where circumstances require.
4. Maintain a record of approved Transportation approval forms such as Transportation Requests (TR's) and Prescription for Transportation (PT-1) Forms for all eligible consumers.
5. Acquire transportation services for all eligible brokerage service transportation consumers via a low-cost, qualified provider bid process and ensure that all transportation is operating in the most efficient, cost-effective manner. This could include and but is not limited to consolidation and/or elimination of routes. MART will make every effort to give transportation providers as much notice as possible.
6. Accept all reservations for eligible trips and assign trip requests to qualified Transportation Providers through a competitive bid system via MART's Vendor Portal, Automated Vendor Call Out, HICS, telephone or fax. MART will specify any special requests that pertain to a particular trip, e.g., the need for a lift, the type of wheelchair, the need for assistance, the need for specific equipment, the need for an individual ride, the scheduling of the trip with another concurrent trip or number of allowable escorts.
7. Receive and process all cancellations of trips made directly with the Broker and notify Transportation Providers of cancellations.
8. Monitor Transportation Provider's contract compliance.

9. Establish appropriate procedures for verifying and ensuring that any particular consumer trip has been performed in a timely and otherwise satisfactory manner by any Transportation Provider.
10. Bill the appropriate agency for services rendered and receives payment through the appropriate agency in accordance with the agency's billing procedures.
11. Be solely responsible for reimbursing allowable payments to Transportation Providers for providing approved transportation services. The Broker shall reimburse Transportation Providers within forty-five (45) days from date the Broker receives an approved finalized invoice. MART will finalize all vendor invoices within six (6) business days of the close of each billing cycle. The Broker is not responsible for reimbursing Transportation Providers for trips not authorized by the Broker; trips canceled, or trips not provided due to transportation provider and/or consumer error. Payments may be delayed due to incorrect invoicing or late submittal of invoices.
12. Reserves the right to implement changes or adjustments to scheduling procedures/practices, submittal of rate procedures/practices, invoicing procedures/practices and related documentation and will post an announcement via the Vendor Portal at least three (3) days prior to implementation.
13. Reserves the right to request a change or removal of operator/driver or other Transportation Provider personnel for any reason.

C. Responsibilities of the Transportation Provider:

1. Additional Defined Driver Requirements

- a. **DEMAND RESPONSE** - Require for all round trips, that drivers provide consumers with written information pertaining to the Transportation Provider's company name and the phone number to call for their return trip.
- b. **UNIVERSAL** - Drivers must be at least 19 years of age, have completed all training, have a valid Massachusetts Driver's License (or valid license from a contiguous state) appropriate to the type of vehicle they will be operating and a minimum of 1 year of current driving experience within the United States (US), including experience driving multi-passenger vehicles.
- c. **UNIVERSAL** – If an emergency arises and the use of a cell phone is required, the vehicle must be stopped in a safe location to allow for safe usage.

2. Additional Defined Vehicle Requirements

- a. All registration and license plate information must match the current inspection sticker on the vehicle. Any vehicle in service that does not meet this requirement will be removed from all work related to contract.
- b. **UNIVERSAL**> Subject to subsection F.3 in the transportation provider performance standard as applicable, maintain Auto liability insurance on all vehicles used under the Transportation Provider Subcontract at a level that meets or exceeds the insurance level required by the Broker as modified above. Required minimum limits on vehicles with a seating capacity of 9 or greater (including driver) can be satisfied with the combined Business Auto policy and Umbrella/Excess liability policy limits.

- c. The Commonwealth of Massachusetts, EOHHS, the HST Office, Montachusett Regional Transit Authority, and their respective officers, directors, employees, any Brokerage covered Agencies, and its agents shall be named as "additional insured's" on the required Automobile and Umbrella/Excess liability Policies, which coverage must be primary and noncontributory with respect to these additional insured's.
- d. Waiver of Subrogation Clause shall be added to the Workers' Compensation and Employers' Liability policies in favor of HST/Broker.
- e. The transportation provider's insurance coverage must meet the following additional requirements:
 - 1. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the transportation provider.
 - 2. The Commonwealth of Massachusetts, EOHHS, the HST Office, Montachusett Regional Transit Authority, and their respective officers, directors, employees, any Agency, and its agents shall be defended, indemnified and held harmless to the fullest extent of any coverage actually secured by the transportation provider in excess of the minimum requirements set forth above. The duty to indemnify the Commonwealth of Massachusetts, EOHHS, the HST Office, Montachusett Regional Transit Authority, and their respective officers, directors, employees, any Agency, and its agents under this contract shall not be limited by the insurance required in this contract.
 - 3. The insurance required in this contract, through a policy or endorsement(s), shall include a provision that the policy and endorsement(s) may not be cancelled or modified without thirty (30) days' prior written notice to Montachusett Regional Transit Authority.
 - 4. Failure to provide insurance as required in this contract may be deemed a material breach of the contract entitling Montachusett Regional Transit Authority to terminate this contract. The transportation provider shall furnish the required certificates of insurance and the requisite additional insured endorsements to Montachusett Regional Transit Authority before work commences under this contract.
- f. When adding a new or reactivating any Wheelchair vehicle, they cannot be used for any MART work until they have passed MART inspection. If you submit a vehicle log containing a new or reactivated wheelchair van, one of our inspectors will contact you to schedule an inspection. If the inspection is passed you will be notified when the vehicle(s) can be utilized on the MART contract.
- g. As pertains to **Attachment G, Section 4.1.C.7**. Portable stepstools are not required for sedans or vehicles that have a secured side-runner step.

3. Additional Defined Training Requirements

- a. UNIVERSAL – As pertains to **Attachment G, Section 4.2.C**. all training requirements listed therein apply to Drivers and Monitors.
- b. UNIVERSAL – As pertains to **Attachment G, Section 5.2.C**. all Monitors must supply written health records on their physical condition and must be physically able to assist Consumers entering and exiting vehicles.

- c. UNIVERSAL – The Transportation Provider shall ensure that all drivers and monitors have successfully completed the applicable in-service training program prior to their transporting any HST Consumers. The Broker reserves the right to request documentation of trainings conducted. The mandatory training shall include at a minimum the following and must be conducted annually thereafter:

Program Application	TRAINING REQUIREMENT
Universal	*DRIVER ONLY: Driver rules and regulations; Defensive driving & reacting to skids, and Vehicle stalling & brake failure
Universal	***DRIVER AND MONITOR: Proper use of vehicle safety equipment; content and use of all first aid kit items; use of two-way radios, if applicable, and emergency vehicle evacuation procedures
Universal	***DRIVER AND MONITOR: Accident procedures & Incident reporting
Universal	* DRIVER AND MONITOR: Correct use of Consumer seat belts, including correct use of child safety restraint devices for all transportation providers serving children. Driver is responsible for ensuring proper installation of child safety restraints.
Universal	*DRIVER AND MONITOR: Use of Wheelchair lift & proper wheelchair securement, by a Trainer Certified by the Community Transportation Association of America (CTAA), the University of Wisconsin, or other certification approved by the Broker. Training must be completed yearly.
Universal	*DRIVER AND MONITOR: Human rights and sensitivity to Consumer needs, including disability awareness, passenger assistance and accommodations for service animals (guide dogs) in vehicles
Universal	*DRIVER AND MONITOR: Sexual Harassment Training
Universal	***DRIVER AND MONITOR: Familiarization with the HST and Agency standards, specifications and procedures, including mandated reporting of suspected abuse or neglect and suspected Medicaid member or provider fraud and abuse, driver and monitor performance standards, consumer pickup protocols, and data privacy and security rules and requirements, including compliance with the HIPAA Rules and all other applicable laws, regulations, policies, procedures and standards applicable to Transportation Provider (including those set forth in Section 9 , below)
Program-Based	***DRIVER AND MONITOR: First aid; reaction to seizures, universal precautions and “vehicle empty” inspection procedure.
DPH Only	**DRIVER AND MONITOR: Certified in basic first aid (4 hours). The certification must be through the American Red Cross, American Heart Association, or other equivalent training approved by the Broker and must be kept current.
DPH Only	**DRIVER AND MONITOR: Certified in CPR for infants and children. The certification must be through the American Red Cross, American Heart Association, or other equivalent training approved by the Broker and must be kept current.

*Training must be conducted annually by an Instructor Certified by the Community Transportation Association of America (CTAA), the University of Wisconsin, or other Broker approved training program and be kept current at all times.

**Training requires Certification from the American Red Cross or the American Heart Association and must be kept current at all times.

***Training and acknowledgement of policy and procedure can be conducted in-house by designated personnel.

- d. Ensure that drivers and Monitors attend Broker sponsored, coordinated, or arranged meetings as determined to be necessary by the Broker.
 - e. Ensure that drivers have a good basic knowledge of the service area and are provided with detailed maps of the service area. Drivers and dispatchers must be aware of the locations and telephone numbers of emergency facilities (police, fire, hospital, etc.) in the service area.
 - f. **PROGRAM-BASED TRANSPORTATION ONLY.** Pre-qualify drivers prior to being assigned to a route:
 1. Current Transportation Providers – driver must accompany an experienced driver or supervisor on a minimum of one established route during regularly scheduled Facility hours.
 2. New Transportation Providers – driver must accompany a supervisor on a minimum of one simulated route in the service area during regularly scheduled Facility hours.
 - g. **DOOR-THROUGH-DOOR TRANSPORTATION ONLY.** Ensure that all drivers have successfully completed trainings in the following:
 1. Respectful communications.
 2. Professional Boundaries.
 3. Sensitivity/Senior Sensitivity.
 4. Bariatric Patient Transfer Protocol (Non-emergency Ambulance only).
 5. Door-through-door transportation protocols such as:
 1. Gentle support: Opening doors and providing verbal guidance.
 2. Physical support: Providing physical support for the consumer to assist with balance
 3. Activity support: The driver stays with the consumer and helps with the activity at the destination.
 4. Personal support: The driver or assist may help the consumer put on coat.
4. Additional General Business – In addition to Attachment H, Appendix 1 Transportation Provider Performance Standards; I., B., 1 the following will apply:

UNIVERSAL – To the fullest extent permitted by law, the Transportation Provider shall indemnify, defend, and hold harmless the Commonwealth of Massachusetts, including, without limitation, EOHHS, the HST Office, Montachusett Regional Transit Authority, and their respective officers, directors, employees, any Agency, and its agents (“Indemnified Parties”) from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of the Transportation Provider, its agents, officers, employees or

subcontractors under this contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Transportation Provider, its agents, officers, employees or subcontractors contained in this Subcontract. This provision shall survive the termination of the Transportation Provider Subcontract. The Transportation Provider (Subcontractor) shall be liable to the “Indemnified Parties” for all costs incurred as a result of any failure of Subcontractor, or any of its suppliers or subcontractors of any tier, to perform.

5. Administrative

- a. Transportation Providers are required to update information annually as requested by the broker. **Updated employee and vehicle logs along with proper credentials (per Credential Attestation) are required to be sent to MART as changes are made.**
- b. Transportation Providers are required to ensure that, in the event of unforeseen circumstances that may cause a disruption in standard business operations due to the absence of the owner for a period of time, (i.e., medical emergency, death in family, etc.) a backup primary contact is available to meet all contractual obligations while owner is indisposed. This individual must be capable of overseeing desk audits and providing all requisite documentation to the Broker upon request.
- c. Required to obtain a seven (7) year Registry of Motor Vehicle (RMV) history report, if applicable, on all drivers, either the attested or unattested version, from the Massachusetts Registry of Motor Vehicles. If the driver does not have seven (7) year’s driving history in Massachusetts, then it is the responsibility of the Transportation Provider to obtain the equivalent driving history records required from the other state(s).
- d. Transportation Providers are required to submit a copy of an annually updated Certificate of Good Standing from the Department of Revenue to confirm that their company is in good standing with any and all returns due and taxes payable to the Commonwealth.
- e. Transportation Providers are required annually to fill out the Mass Health Federally Required Disclosure form (Attachment J) in order to be eligible to continue as a MART Brokerage Transportation Provider.
- f. Transportation Provider employees that are removed from all MART work should have no contact of any kind with agency consumers that are transported under the MART contract.
 1. **UNIVERSAL** – If an employee that is removed from all MART work is found to have had contact of any kind with agency consumers, the Transportation Provider who employs the individual will be assessed a \$5,000 fine per occurrence.

- g. Requests for information and backup documentation must be submitted to MART in a timely manner and must be true and accurate. Failure to respond to requests or providing false information may result in fines, contract suspension and/or contract termination.
- h. Receive trip scheduling from the Broker electronically via MART's Vendor Portal, DDS Portal, HICS, telephone, fax or Automated Vendor Call Out.
 - 1. **UNIVERSAL** - Transportation Providers must have internet access at all times.
 - 2. **DEMAND RESPONSE** - Trips will be stamped with loaded mileage and fare for trip at the time of posting to the Vendor Portal or through the Automated Vendor Call Out. Any dispute to the mileage and/or fare of the trip must be addressed by the Transportation Provider **prior to** acceptance of the trip. No increase to the mileage or fare will be accepted during the invoicing period.
 - 3. **DEMAND RESPONSE** - Transportation Providers must accept or decline work via the Vendor Portal daily following the schedule defined by the Broker. Any work that has not been accepted via the Vendor Portal will be removed at an established time set by the Broker. The Broker reserves the right to adjust the timeframe that offered work will remain unaccepted on the Vendor Portal. MART will post an announcement via the Vendor Portal at least three (3) days prior to any changes to current practice. The Broker recognizes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day; the office will be closed; therefore, Transportation Providers are required to accept offered work via the Vendor Portal accordingly and download their work. **Failure to accept or decline assigned work on the Vendor Portal may result in a reduction of the Transportation Providers capacity of trips offered by MART.**
 - 4. **DEMAND RESPONSE** - Transportation Providers returning work that has previously been accepted by the Transportation Provider are subject to fines and/or reduction of work, or other disciplinary action.
- i. **DEMAND RESPONSE** - Transportation Providers temporarily closing their offices and not accepting work for any given timeframe must provide written notification to the Broker at least one week prior to closing date. If a temporary closing exceeds more than a thirty (30) day period, the Transportation Provider will be required to follow up with further written documentation as to their intentions. If follow-up documentation is not received and agreed to by MART, then the Broker will proceed with contract termination.
- j. **PROGRAM BASED-** Transportation providers returning routes that were awarded to them must adhere to the "Without Cause" termination clause and provide a minimum of 60 days written notice. Although the provider is responsible for continuing to provide services for said route(s) during the 60-day period, MART will make every attempt to get said route(s) reassigned as soon as possible.
- k. **DEMAND RESPONSE** - Receive and process cancellations from the Broker or Consumers. Notify the Broker immediately via the Vendor Portal of any cancellations, no shows or cancel upon arrivals.
- l. **UNIVERSAL** - Treat all consumer information as confidential in accordance with Mass. Gen. Laws c. 66A, and any other applicable privacy or security law or regulation (state or federal)

governing Transportation Provider's use, disclosure, and maintenance of any PI under the Transportation Provider Subcontract, including for example, 42 CFR Part 431, Subpart F, Mass. Gen. Laws c. 93H and Executive Order 504 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- m. **UNIVERSAL** - Maintain records for seven (7) years on the following information. This information will include but is not limited to:
 - 1. Driver/Trips log, copy of driver's license, CORI, RMV, training certificates, etc.
- n. **UNIVERSAL** – In the event that a Transportation Provider has a certified trainer on staff the training must be approved by MART to ensure that it meets all contractual requirements. Transportation Provider's may conduct in-house training only for trainings that do not require a certified trainer. Instructor must have specific training certification or have been trained annually by a certified instructor prior to that individual providing training to drivers, monitors and other personnel as indicated in Attachment K.
- o. **DEMAND RESPONSE** - Utilize a Scheduling Grid System which will break down Transportation Provider's assignment capacity to determine the provider's availability. The Transportation Provider shall have the ability to modify their capacity. MART reserves the right to adjust Transportation Provider's capacities based on performance statistics, quality of service and availability.
- p. **UNIVERSAL** - Required to have a representative attend mandatory conferences, meetings and trainings as requested by the Broker.
- q. **DEMAND RESPONSE** - Required to respond in writing to Broker Passenger Service Reports within 48 hours via MART's Vendor Portal. However, verbal reports and /or responses may be required immediately. Failure to respond to the Passenger Service Report by the designated deadline or immediate requests for information will result in fine(s) or further disciplinary action.
- r. **DEMAND RESPONSE** - Required to report immediately to the Broker any service complaints received.
- s. **DEMAND RESPONSE** - Required to notify the Broker immediately by telephone of all circumstances of client misconduct and follow-up in writing via MART's Vendor Portal.
- t. **UNIVERSAL** - Provide the Broker and consumers with a Massachusetts or a toll-free telephone number.
- u. **UNIVERSAL** - The Transportation Provider will be required to submit to MART a Certificate of Insurance naming MART as a certificate holder and contain the following language in the Description of Operations/ Locations/Vehicles/Special items box: The Commonwealth of Massachusetts, EOHHS, the HST office, Montachusett Regional Transit Authority (MART) and their respective officers, directors, employees of any agency, and it's agents is an additional insured with respects to the transportation services provided by the insured, where required by written contract.
- v. **UNIVERSAL** – The Transportation Provider will be required to submit to MART updated Certificates of Insurance to the contract department no later than 12PM, three (3) business days prior to the expiration date of current policy. If the updated certificate is not received by the deadline, then effective at 1PM on that date, the transportation provider's work will be

reassigned, and provider will be placed on hold until MART is able to verify compliance. Transportation providers should have insurance agents email updates directly to MART at Compliance@mrta.us

- w. **UNIVERSAL** - The Transportation Provider shall notify MART in writing within five (5) business days of any transfer of such duties to other persons within its organization relative to the Data Privacy and Security Standards and CORI certified individual.
- x. **UNIVERSAL** –The Transportation Provider is required to have a signed release of information form from their employees on file (Attachment O). According to the contract specifications the Transportation Providers are required to share employee information and credentials with the Broker, HST and funding agencies. This form will be reviewed by the inspectors for compliance during office audits.

6. Invoicing

- a. **UNIVERSAL** - Submit accurate invoices to the Broker electronically (via Vendor Portal) either twice per month or monthly depending on that program’s billing cycle in the deadlines assigned by the broker, all providers are required to submit their invoices to MART within two (2) business days following the close of each billing cycle. Transportation Providers will be required to have computer software capable of downloading a CSV file (hard copy for your files).
- b. **UNIVERSAL** - Submit invoices with an invoice cover sheet. The cover sheet can also be sent via Vendor Portal with electronic signature capability. This electronic signature sent via Vendor Portal represents an original signature and is accepted by both parties. This will be indicated as such on the invoice cover sheet.
- c. **UNIVERSAL** - Bill the Broker only for actual trips provided, no shows or trips canceled upon arrival **will not** be reimbursed.
- d. **UNIVERSAL**– Bill the Broker accurately. Fraudulent billing, which will include trips audited by the state’s provider compliance unit and determined to be fraudulent, will result in disciplinary action to the Transportation Provider, recoupment of trip payments paid to vendor, additional fines, suspension, possible prosecution and/or termination of contract.
- e. **PROGRAM BASED** Although paid a route price per day, routes are only fully funded if attendance is accurate. Please refer to Program Based Attendance Attestation. Failure to accurately reflect attendance will result in (at minimum) recoupment of the trip average of all improperly invoiced trips. In addition, this could result in fines, suspension, possible prosecution and/or termination of contract.
- f. **DEMAND RESPONSE** - Bill the Broker appropriately and as per agreement for shared ride groups. The Broker will only pay mileage rates for the total loaded mileage for a shared ride group. The total cost of the shared ride group will be divided equally among all consumers in the group. The loaded mileage and fare for the shared ride group will be stamped at the time of assignment to the Transportation Provider and will remain in effect for the duration of the shared ride group. Any significant changes to the group will result in the Broker re-evaluating the group. The total cost of the shared ride group must be less than the total cost to transport the shared consumers separately.

- g. **DEMAND RESPONSE** - Bill the Broker accurately. The Broker will report any invoicing of services not provided (fraudulent billing) to Mass Health and may be forwarded by Mass Health to the Mass Health Fraud unit and the Attorney General's office. Fraudulent billing will result in disciplinary action to the Transportation Provider, such as fines, suspension, possible prosecution and/or termination of contract.

D. Reporting Requirements

1. **UNIVERSAL** – Transportation Providers will be required to submit to the Broker additional reporting information on a monthly basis. These are not required to be exact numbers, what we are looking for is percentages based on your monthly invoices to MART for the brokerage services you provided. As an example, for the items below 11% for Vehicle Maintenance; 2 % for Facility Maintenance & 13% for General Administration
- Vehicle Operations – Example: driver, dispatcher, monitor salaries and fuel for vehicles.
 - Vehicle Maintenance – Example: Mechanic, Oil, Preventative Maintenance
 - Facilities Maintenance – Example: cleaning, general maintenance, trash removal
 - Capital Lease- cost of leased vehicles or building (if ANY)
 - Administration – Office staff salaries, vehicle and/or property insurance, utilities, miscellaneous

E. Reimbursement For Service:

1. **UNIVERSAL** - Transportation Providers will be reimbursed by the Broker for provision of authorized services based on the Transportation Provider's rate structure. The Broker shall reimburse Transportation Providers within forty-five (45) days from date the Broker receives an approved finalized invoice. As previously described, provider invoices are due to MART two (2) business days following the close of each billing cycle and MART will finalize all provider invoices within six (6) days following the close of each billing cycle. Please note the only payment structure the broker utilizes for Transportation Providers is EFT.
- a. **DEMAND RESPONSE** - Rate adjustments can be submitted on a quarterly basis (rates submitted in June will be applied to July, August and September; rates submitted in September will be applied to October, November and December etc.). MART currently downloads fourteen (14) days of trips in advance to process through the vendor portal assign, as a result, the historical timelines for submitting and uploading rate changes requires adjustment. Rate changes must be submitted via MART's Vendor Portal by the 6th of the preceding month. The rates adjustments will be available for the Transportation Provider's to download and sign electronically on the 7th and must be received by MART by close of business on the 12th of the month. All processed rates adjustments will be applied fourteen (14) days prior to the month's end. Monthly rate changes will not apply to existing standing order trips and shared ride groups. Rate adjustments will not be accepted during the month of June in the final year of the current contract as the broker will be processing contract renewals. Rate changes will be accepted for the July 1st contract renewal by a date designated by the broker.
- b. **DEMAND RESPONSE** – Transportation providers have the right to adjust demand response rates on a quarterly basis only. No other rate negotiations will be entered into outside of contracted rates unless the broker requires a special service to be provided.
- c. **DEMAND RESPONSE** – Transportation providers have the right to add/remove cities/towns quarterly as well. If a provider does not expect to transport from a particular city/town, they

should **not** supply rates for that city/town. Continued non-acceptance of trips for specific city(ies) or town(s) and/or area may result in removal of those rates by MART.

- d. **DEMAND RESPONSE** - Standing Order Trips will be stamped with the loaded mileage and fare at time of assignment and will remain in effect for the duration of the standing order.
- e. **DEMAND RESPONSE** - The Broker reserves the right to re-assign daily trips/standing order trips and shared ride groups with minimal notification to the vendor.

F. Service Standards:

- a. **DEMAND RESPONSE** - Shared ride groups implemented by MART must be adhered to. A Transportation Provider must receive prior approval from a MART representative before changing and/or separating a shared ride group. All shared rides must be noted as such on submitted invoices. This means that vehicles may be routed to pick-up or drop-off consumers' enroute to other consumer(s)' origins or destinations in order to allow a greater number of consumers to be carried with available vehicles. The Broker reserves the right to limit shared rides if they create excessive travel time for consumers or are otherwise deemed not to be in the best interests of the Consumer. Consumer travel time on the vehicle cannot exceed one and one-half (1 ½) hours.
- b. **UNIVERSAL** - Consumers shall be picked up on a timely basis and arrive to scheduled appointments on time. Transportation Providers must notify the Broker prior to scheduled pickup if their vehicle is going to be late.
- c. **DEMAND RESPONSE** - Consumers shall be picked up within one (1) hour of their phone call for return trips; this only applies to "will calls for return trips." If the consumer has a set return time, the Transportation Provider must notify the Broker prior to scheduled pick up if their vehicle is going to be late.
- d. **DEMAND RESPONSE** - Personal Care Attendants (PCAs) and authorized escorts ride at no charge.
- e. **UNIVERSAL** - Trips must be provided only to addresses authorized by the Broker.
- f. **UNIVERSAL** - The Broker reserves the right to require on-going evaluation procedures. Non-performance or deterioration of quality of service may result in disciplinary action, reduction of work, suspension and/or contract termination.
- g. **UNIVERSAL** - The Broker will monitor equipment and service performance.
- h. **UNIVERSAL** - The Broker reserves the right to refuse payment for service that is late, of poor quality, or violates contract.
- i. **UNIVERSAL** - Quality of service issues on behalf of the Transportation Provider will result in warnings, fines and additional administrative actions such as re-trainings, etc. Severe or

continued violations of contract standards may result in reduction of work, suspension and/or contract termination.

1. Transportation Providers may appeal fines within 10 days from the date of the fine letter. All appeals must be submitted in writing.

j. **DEMAND RESPONSE** - Children traveling without parents or escorts shall not be grouped with other adults. These children may only be transported separate and direct or grouped with other children traveling without parents or escorts unless otherwise specified.

k. **UNIVERSAL** - Consumers shall not be asked to cover tolls, parking fees, etc.

l. **PROGRAM BASED** – As soon as it is determined that a caregiver is not home to receive a consumer, the protocol is as follows, the driver must call dispatch, and the dispatcher is to contact the appropriate MART staff. MART will then contact the necessary parties and give directives to the dispatcher on how the driver is to proceed.

m. **UNIVERSAL** – The following additional fines for contract violation by transportation providers related to Transit Operations will result in liquidated damages.

1. If after being notified by MART (the Broker), the Transportation Provider fails to appropriately schedule transportation for a consumer (being the consumer, their representative or medical provider) who has documented that the consumer may not be transported with others (shared ride or multi-loading), MART will assess liquidated damages of \$1,000 per occurrence against the Transportation Provider.
2. If the Transportation Provider has been excluded from Medicaid or any other federal health care program for fraud or abuse and has not properly notified MART (the Broker), MART will assess liquidated damages in the amount of \$5,000.
3. If a consumer's wheelchair is not properly secured during transportation resulting in consumer injury, MART will assess liquidated damages of \$5,000 per occurrence.
4. If a consumer has waited over 45 minutes for a pickup for non-urgent scheduled transportation, MART will assess liquidated damages of \$100 per occurrence. If a consumer has waited over 3 hours, MART will assess liquidated damages of \$500 per occurrence. MART will not assess liquidated damages if the occurrence at issue is attributable to unanticipated weather conditions, a natural disaster, or other forces beyond the Transportation Provider or driver's control at the sole determination of MART.

G. MART's Transportation Provider Performance/Corrective Action Plan Procedures:

DEMAND RESPONSE – MART's Quality Assurance Department will follow this defined process:

1. Transportation Provider's having one (1) month of falling below the required adherence of 1% of complaints relative to the number of scheduled trips. Non-compliance will result in a written warning via e-mail informing the Transportation Provider they are now under a performance review that could result in reduced capacities of work being offered to the provider.

2. Transportation Provider's that have not improved their adherence following the close of the 2nd month will receive verbal, as well as written email communication placing the company on a sixty (60) day Performance /Corrective Action Plan. This plan will include a reduction of company's trip capacities to 80% beginning at the start of the 3rd month. The company's performance will be under continued review for the next two months. Transportation Provider's that meet MART's adherence for sixty (60) days will have their capacities restored to original capacities with continued monitoring.
3. Transportation Providers who have failed to meet the adherence requirements following the 80% reduction, will receive verbal and written email communication informing the company of an additional capacity reduction effective with the beginning of the 4th month. The additional capacity reduction will bring the company to 50% of the company's originally submitted capacity. The company's performance will be under continued review for the next two months. Transportation Provider's that meet MART's adherence for 60 days will have their capacities restored to 80 % state with a follow up with continued monitoring.
4. Transportation Provider's failing to meet the adherence following the reduction to 50% of originally stated capacities will result in a full review by MART's Quality Assurance Department. This review could result in suspension of work for a period of fifteen (15) to thirty (30) days and/or termination of contract to provide services due to continuing poor performance.

Transportation Provider's will be kept informed throughout the process

- H. DEMAND RESPONSE - Vehicles must be equipped with GPS technology that tracks, monitors, and reports the driver and vehicle's location and shares this information with the Broker and EOHHS in real-time or near real-time. The GPS technology shall accurately report on the vehicle's actual arrival time at pick-up and drop-off locations; Transportation Providers must maintain 90% or greater of their total confirmed trips performed with the required GPS data sent to the Broker and EOHHS in real-time or near real-time.
- a. Failure to meet 90% or greater of confirmed trips performed with the required GPS data that is sent to the Broker and EOHHS in real-time or near real-time will result in warnings, fines and/or additional administrative actions. Severe or continued violations of contract standards may result in reduction of work, suspension and/or contract termination.

ATTACHMENT H (continued)

BROKERAGE TRANSPORTATION PROVIDER ADDITIONAL MART PERFORMANCE STANDARDS

SIGNATURE PAGE

I acknowledge that I have read, reviewed, and understand all the provisions contained in the “Brokerage Transportation Provider Additional MART Performance Standards”.

I acknowledge that I have received the aforementioned documents and understand that they are incorporated as part of my contract with MART for the provision of transportation services.

I hereby certify to abide by all the conditions, requirements and responsibilities contained in the aforementioned documents.

Signed under the pains and penalties of perjury on this date: _____

Signature of Chief Executive Officer/Owner or Designated Representative

Printed Name of Chief Executive Officer/Owner or Designated Representative

Printed Title